jury, do not extend to the inhabitants of our insular possessions. It would seem that this applies equally to all the territories of the United States. By section 3 of Article IV of the Constitution, Congress is given the power "to dispose of and make all needful rules and regulations respecting the territory and other property belonging to the United States." Therefore, it is suggested, there can be no distinction between the organized and the unorganized territories. The privileges guaranteed by the Bill of Rights in fact extend to the former only by virtue of an Act of Congress or a treaty provision. The conclusions of the Supreme Court, moreover, with reference to the Fifth and Sixth Amendments, seem equally applicable to the provisions of the other amendments. The court, indeed, quotes with approval from an earlier decision to the effect that the right of indictment and jury trial are not fundamental in their nature. See *Hawaii* v. *Mankichi*, 190 U. S. 197. Yet if the court is to determine what provisions are and what are not fundamental, it must do so not in accordance with any provisions contained in the Constitution itself, which makes no such distinction, but in accordance with some general principles of constitutional law not found in the written instrument, and therefore in the nature of an unwritten and evolved constitution. In legislating for the states, Congress is limited only by the terms of the written Constitution; in legislating for the territories its limitations are unwritten. Whence comes this evolved constitution? Its provisions, it is argued, are deduced by analogy from the provisions of our written Constitution, so far as they are applicable to the situation, and also, it may be, from the general principles of the unwritten constitution of Great Britain. But these restrictions, Judge McClain thinks, should not be applied by the courts, since their power to declare the acts of a co-ordinate branch of the government invalid extends only to such acts as contravene the provisions of the written Constitution. They must depend for their enforcement upon the same influences which have enforced the unwritten constitution of Great Britain. This result seems the wiser, also, because the application of these principles will involve broad questions of public policy pertaining rather to statesmanship than to legal theory, and therefore more germane to the executive and legislative branches than to the judicial department. Judge McClain concludes that whatever may be our opinions as to the responsibility of these branches of our government, it would seem unwise to recognize the paramount supremacy of the courts in enforcing such a constitution. This result, which follows as the corollary of the Dorr case, will give to the government of our newly acquired possessions the elasticity which is necessary in dealing with the novel conditions, and will also save our written Constitution the wrench which would be inevitable in fitting its provisions to a condition for which it was never intended.[1]

PERSONAL NAMES. — The legal problem with regard to names arises usually in two classes of cases: in pleading, where there has been a misnomer in some process; and where a written instrument, such as negotiable paper or a deed, has been signed with a fictitious name. In these cases, if the party sued has used the name, the question is merely one of identifying him as the user and then applying doctrines of estoppel. See 2 BOUVIER, L. DICT., RAWLE'S REV., 463. A more fundamental question, involving the nature of a name and the right to its use, is presented when a man wishes to change his name permanently. This topic forms the basis of a late article in the Yale Law Journal, *Personal Names*, by G. S. Arnold, 15 Yale L. J. 227 (March, 1906). By a treatment somewhat historical, supplemented by a collection of authorities, the author shows that originally a name was only a convenient method of distinguishing individuals from one another, and, being selected arbitrarily by the bearer, could be abandoned at his caprice. This early common law doctrine persists to-day;

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[1] As to whether there is an unwritten constitution which applies to the states as well, see *Unwritten Constitutions in the United States*, by Emlin McClain, 15 HARV. L. REV. 531. As to what constitutional rights are fundamental and what are not, see *The Legal Status of the Philippines*, by Lebbeus R. Wilfley, 14 Yale L. J. 266.

a change of name requires no particular formalities, such statutes as there are being merely permissive and not prohibitive. *Laflin and Rand Co.* v. *Steytler*, 146 Pa. St. 434. Mr. Arnold's conclusion seems to be that of the English writers, that the name of a person is a mere fact, not a legal right. It is the appellation by which one is known, and legally a person may have any name he can induce the public to use. See 26 SOL. J. 689. Even the fact that a man's name has been changed by the legislature does not compel the public to call him by his new name, but merely gives unequivocal and notorious beginning to its use. *Leigh* v. *Leigh*, 15 Ves., Jun., 92, 98. Assuming, then, that a man may change a name at will, are there any limitations upon the new choice? He may assume any name, even one similar to that of another person, provided it is not used to pass off his own wares or merchandise as those of that other. POLLOCK, TORTS, 7th ed., 156; ADDISON, TORTS, 7th ed., 575. The reason for this latter qualification is apparently the one pointed out by Mr. Arnold, that in a business a name may have assumed the nature of a quasi trade-mark.[1] That one can assume a name which happens to be the name of another person seems to follow from the proposition that a name is a mere fact. It is undeniable that the choice of the name of a person of reputed integrity and honor by one of dissolute and disreputable habits is harmful to him whose name is so used. But as there is no legal right injured, the remedy must come from the legislature, for at common law it is *damnum absque injuria*.[2] Such a choice of a name would be all the more reprehensible were it made merely from malice; but even in such a case it is at least questionable whether motive *per se* would make this act a legal wrong, no legal right being otherwise transgressed.

ARE NOTES OR OTHER UNEXECUTED OBLIGATIONS GIVEN TO A RAILROAD COMPANY TO INDUCE THE LOCATION OF STATIONS AT A GIVEN POINT VOID AS AGAINST PUBLIC POLICY? *M. C. Garber.* Pointing out and deprecating the tendency to uphold such obligations. 62 Cent. L. J. 164.

BEGINNING OF LIABILITY OF A CARRIER OF GOODS, THE. *Joseph H. Beale, Jr.* 15 Yale L. J. 207. For a similar treatment of the beginning of liability of a Carrier of Passengers, see 19 HARV. L. REV. 250.

BLACKMAIL AND EXTORTION. I. *James W. Osborne.* First in a series of articles treating the subject largely with reference to New York law. 4 Bench & Bar 50.

CLOG ON THE EQUITY OF REDEMPTION. *Edmund G. Kaye.* Largely devoted to citation and discussion of English cases. 26 Can. L. T. 88.

COMBINATIONS OF CONTRACTS RELATING TO THE SALE OF PERSONAL PROPERTY. *Edward S. Rapallo.* Discussing the question whether descriptions of property sold constitute collateral warranties or are part of one indivisible contract. 14 Am. Law. 52.

CONSTITUTIONALITY OF STATE LICENSE LAWS FOR THE PRIVILEGE OF DOING BUSINESS, INVOLVING CLASSIFICATION AND DISCRIMINATION, THE. *Eugene McQuillin.* A brief statement of the results of some of the decisions. 62 Cent. L. J. 124.

CONSTITUTIONALITY OF STATE STATUTES CONFERRING LIENS ON SHIPPING, THE. *William B. Gillmore.* A collection of cases with summary of conclusions drawn therefrom. 29 N. J. L. J. 37.

CONTINGENT FUTURE INTERESTS AFTER A PARTICULAR ESTATE OF FREEHOLD. *Albert Martin Kales.* 21 L. Quar. Rev. 118. See *supra.*

DECISIONS AND LEGISLATION AFFECTING CORPORATIONS DURING 1905. *Athelstan Vaughan.* 31 Nat. Corp. Rep. 946.

EFFECT OF FOREIGN CHATTEL MORTGAGES UPON THE RIGHTS OF SUBSEQUENT PURCHASERS AND CREDITORS, THE. *Marion Griffin.* 4 Mich. L. Rev. 358. See 18 HARV. L. REV. 145.

EXAMINATIONS BEFORE TRIAL TO FRAME PLEADINGS. II. *Raymond D. Thurber.* Stating the practice in New York state. 4 Bench & Bar 60.

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[1] For a discussion of the law on this point, see 18 HARV. L. REV. 56, 318.

[2] It could hardly be contended that the right to a name falls within the very shadowy limits sought to be established for the so-called right to privacy. For a general discussion of the latter right, see *The Right to Privacy*, by Samuel D. Warren and Louis D. Brandeis, 4 HARV. L. REV. 193.

EXTRA-TERRITORIAL JURISDICTION IN CHINA. *Gustavus Ohlinger.* Discussing the system of consular courts in China. 4 Mich. L. Rev. 339.

FREE CHURCH OF SCOTLAND CASE, THE. *Francis C. Lowell.* Discussing the case commented upon in 18 HARV. L. REV. 310. 6 Columbia L. Rev. 137.

FUTURE INTERESTS IN LAND. *Edward Jenks.* 20 L. Quar. Rev.; 21 *ibid.* 265. See *supra.*

GROWTH OF NEUTRAL RIGHTS AND DUTIES. *Edwin Maxy.* General discussion, largely historical. 14 Am. Law. 55.

"HE SHALL SEE THAT THE LAWS ARE FAITHFULLY EXECUTED." *Anon.* Criticising a decision of the Mississippi Supreme Court. 1 (The) Law 806. See *supra*, p. 524.

HOW SHOULD OUR LAW BOOKS BE WRITTEN? *Albert S. Bolles.* Advocating the fuller statement and comparison of the different rules prevailing in the various states. 15 Yale L. J. 221.

INROAD UPON FIDUCIARY INTEGRITY, AN. *Edson R. Sunderland.* Deprecating several recent decisions that an insolvent executor need not pay a debt due from himself to the estate. 4 Mich. L. Rev. 349.

INSURANCE AS A COMMODITY. *Eugene A. Gilmore.* Maintaining that the Federal Commerce Clause is restricted to the exchange of tangible objects and hence does not include insurance. 18 Green Bag 142. *Cf.* 19 HARV. L. REV. 142.

LAW OF THE CONSTITUTION IN RELATION TO THE ELECTION OF PRESIDENT, THE. I, II. *J. Hampton Dougherty.* Pointing out weaknesses in the electoral system. 14 Am Law. 21, 68.

LIABILITY OF LESSOR OF RAILROAD FOR LESSEE'S NEGLIGENCE RESULTING IN INJURY TO LATTER'S EMPLOYEE. *Cyrus J. Wood.* Arguing for the lessor's liability. 62 Cent. L. J. 181.

LIABILITY OF RECEIVING CARRIER FOR LOSS BEYOND ITS OWN LINE — CONSTITUTIONALITY OF THE VIRGINIA ACT. *A. W. Patterson.* Arguing against a decision holding an act imposing such liability unconstitutional as a restraint on the freedom to contract. 11 Va. L. Reg. 791.

ORIGINAL PACKAGE INEPTITUDE, THE. *William Trickett.* Pointing out inconsistencies in, and difficulties in applying, the present Supreme Court doctrine. 6 Columbia L. Rev. 161. *Cf.* 18 HARV. L. REV. 547.

PERSONAL NAMES. *G. S. Arnold.* 15 Yale L. J. 227. See *supra.*

PROBLEM OF UNIFORM DIVORCE LAW IN THE UNITED STATES. *George Elliot Howard.* Advocating a uniform law to be obtained by action of the commissioners on uniform state legislation. 14 Am. Law. 15.

PROPOSALS FOR THE AMENDMENT OF THE INTERSTATE COMMERCE ACT, THE. *John B. Daish.* A critical examination of the bills now pending in Congress. 18 Green Bag 150.

RIGHT OF A SURVIVING PARTNER TO SELL REAL ESTATE WHICH BELONGED TO THE FIRM, THE. *T. Cyprian Williams.* Commenting upon a case in [1906] 1 Ch. 113. 50 Sol. J. 307. See *supra*, p. 541.

SKETCH OF THE PRINCIPLES OF MOHAMMEDAN JURISPRUDENCE, A. I, II. *Abdur Rahim.* Brief, but comprehensive. 3 Calcutta L. J. 111, 27n.

TORRENS SYSTEM, THE. AN OPEN SYMPOSIUM. *Eugene C. Massie.* A series of communications discussing *pro* and *con* the practical merits of the Torrens System of Land Legislation. 11 Va. L. Reg. 570, 649, 707.

VALIDITY OF INCREASING RATES IN INSURANCE ON THE ASSESSMENT PLAN, THE. *Anon.* Discussing a possible distinction between societies proceeding upon the assessment plan and ordinary fraternal associations. 1 (The) Law 743.

WRITTEN AND UNWRITTEN CONSTITUTIONS IN THE UNITED STATES. *Emlin McClain.* 6 Columbia L. Rev. 69. See *supra.*

II. BOOK REVIEWS.

PRINCIPLES OF CONTRACTS AT LAW AND IN EQUITY. A Treatise on the General Principles concerning the Validity of Agreements. By Sir Frederick Pollock. Third American from the Seventh English Edition. With Annotations and Additions by the late Gustavus H. Wald and Samuel Williston. New York: Baker, Voorhis & Co. 1906. pp. cliv, 985. 8vo.

Upon this volume three masters of the law of Contracts have labored. Historical research, careful analysis, and an adequate investigation of modern cases here are combined. Each writer has furnished his portion of these three ingredi-